REMARKS

This Amendment After Final is in response to the Final Office Action mailed on December 10, 2007 in which claims 18 and 20-33 were rejected under 35 U.S.C. § 101, and claims 1, 3-18, 20-34 and 36-39 were rejected under 35 U.S.C. § 103(a). This Amendment is also in response to the telephone interview on January 16, 2008 between Examiner Hoffman and John D. Veldhuis-Kroeze. With this Amendment, claims 18 and 20-34 are amended to incorporate a suggestion made by the Examiner regarding the § 101 rejection. No new issues are raised with this Amendment.

Interview Summary

On January 16, 2008 two telephone conferences between Examiner Hoffman and John Veldhuis-Kroeze were conducted regarding the rejection under 35 U.S.C. §101 and regarding the preferred process for reinstituting the appeals process. The Examiner's time and suggestions are greatly appreciated.

As a result of the telephone interviews, it was agreed that Applicant would amend claims 18 and 20-33 to change "tangible computer readable medium" to "computer storage medium". It was also agreed that the same amendment would be made to independent claim 34, even though independent claim 34 is not currently rejected under 35 U.S.C. §101. It was also agreed that this amendment to pending claims, as suggested by the Examiner, would not raise any new issues and would be entered after final for purposes of eliminating issues on appeal. After the telephone interviews, Applicant observed that independent claim 1, which is also not currently rejected under 35 U.S.C §101, also recites a "tangible computer readable medium". Therefore, this claim has also been amended to recite a "computer storage medium".

Claim Rejections -35 USC § 101

In section 4 of the Final Office Action, claims 18 and 20-33 were again rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. In view of the claim amendments made herein to recite "computer storage medium," and in view of the telephone interviews with

the Examiner, it is believed that all pending claims fully satisfy the requirements of 35 U.S.C. §101. It is therefore respectfully requested that §101 rejections be withdrawn.

Claim Rejections - 35 U.S.C. § 103

In section 5 of the Final Office Action, claims 1, 3-18, 20-34 and 36-39 were again rejected under 35 U.S.C. 103(a) as being unpatentable over Boozer et al. (U.S. Patent Pub. 2004/0205355 Al), hereafter referred to as "Boozer," in view of Tingey (U.S. Patent Pub. No. 2004/01 33583), hereafter referred to as "Tingey." In rejecting independent claims 1, 18 and 34, the Office Action stated:

> Regarding claims 1, 18, and 34, Boozer et al. teaches a method/system/computer readable medium for providing Resource-Event-Agent (REA) model based security, the method/system/tangible computer readable medium comprising:
>
> - Identifying an REA defined association of a type which dictates ownership between a first object and a second object (page 1, paragraph 0016);
> - Creating an association class for the REA defined association between the first object and second object, the association class defining security between the first object and the second object (page 1, paragraph 0018); **and**
> - **Storing the association class object on a tangible computer readable medium for use in providing security between the first object and the second object (**paragraph 0088).
>
> Boozer et al. does not specifically teach REA models and wherein creating the association class object for the association between the first object and the second object further comprises creating an association class object having properties defining security between the first object and the second object.
>
> Tingey teaches REA models (fig. 1), and wherein creating the association class object for the association between the first object and the second object further comprises creating an association class object having properties defining security between the first object and the second object (paragraph 0066).
>
> It would have been obvious to one of ordinary skill in the art, at the time the invention was made, to combine creating an association class object having properties, the properties of the association class object defining the security between the first object and the second object, as taught by Tingey, with the method/system/computer readable medium of Boozer et al. It would have been obvious for such modifications because objects have properties that define the

> attributes of the object. The attributes define the object and therefore define the security between the two objects.

This interpretation of Boozer and the combination of Boozer and Tingey are respectfully traversed. Boozer does not teach "a method/system/computer readable medium for providing Resource-Event-Agent (REA) model based security." More specifically, Boozer does not teach the steps of "identifying an REA defined association of a type which dictates ownership between a first object and a second object," and "creating an association class for the REA defined association between the first object and the second object, the association class defining security between the first object and the second object."

It is again noted that, also in section 5 of the Office Action, the Examiner still also acknowledges that Boozer does not teach each of these steps. Specifically, the Office Action states that Boozer "does not specifically teach REA models and wherein creating the association class object for the association between the first object and the second object further comprises creating an association class object having properties defining security between the first object and the second object." In fact, however, since Boozer does not teach REA models, REA defined associations of types which dictate ownership, and/or association class objects for the REA defined associations between objects, this reference actually fails to teach or suggest either of the steps of method claim 1. The same is true for the corresponding limitations in computer-readable medium independent claim 18 and system claim 34.

The shortcomings of Boozer in satisfying a *prima facie* conclusion of obviousness against the pending claims are also not overcome by Tingey. The Office Action asserts that Tingey teaches REA models and the limitation of creating association class objects for an association between the first object and the second object, with the association class object having properties defining security between the first object and the second object. Specifically, the Office Action references paragraph 0066 of Tingey as providing such a teaching. These assertions regarding the disclosure of Tingey are respectfully traversed as well.

Tingey teach a record-extensible event accounting structure or approach which is compatible with the resource, event and agent orientation of the REA model. See for example, Tingey at paragraphs 0009, 0059 and 0060. As such, Tingey makes general references to REA models and

some aspects of REA model structure. However, like Boozer, Tingey does not teach the step of "creating an association class object for the REA defined association between the first object and the second object, the association class object having properties defining security between the first object and the second object," which is recited in independent claims 1 and 18. Nor does Tingey teach the similar limitation in independent system claim 34 of "a security model . . . configured to implement an association class object for the REA defined association between the first object and the second object in the REA model, such that properties of the association class object define security between the first object and the second object." In fact, the Tingey publication does not show, discuss, or make any reference to association class objects for REA defined associations between a first object and a second object. Without teaching the association class object recited in the rejected claims, it is not possible for Tingey to teach that the association class object has properties defining security between the first and second objects, as is also specifically required in each of the rejected claims.

In paragraph 0066 of Tingey, which was cited by the Office Action as teaching association class objects and the definition of security using association class objects, no such teaching is actually provided. Paragraph 0066 of Tingey states that:

> Security and stability of data in the proposed architecture are factors in the selection of standardized event summary and detail records. Of course, a record-extensible structure, such as is described herein, is possible only through use of classification and hierarchy establishing tools and concepts along with relational models. Use of both kinds of models are critical to successful implementation of a functional security model. By definition, security itself is a hierarchical phenomenon, namely that rights are granted to individuals and organizations based on some form of classification. Thus, an approach based on hierarchic as well as relational structures is viable to the degree that such tree-based classification systems are available to secure and to organize the data. As an example of how such a record-extensible environment functions, three composite "Big E" events are outlined.

While Tingey does briefly mention the general concept of "security", this reference does not teach or suggest that security between a first object and a second object is defined in an association class object created for an REA defined association between the first and second object. Instead, Tingey

only state that security is based upon granting rights to individuals and organizations based some form of classification using tree-based classification systems.

As is well established, the Examiner bears the initial burden of factually supporting any *prima facie* conclusion of obviousness. If the Examiner does not produce a *prima facie* case, the Applicant is under no obligation to submit evidence of nonobviousness." See MPEP § 2142. "To establish a *prima facie* case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest ***all*** the claim limitations." (Emphasis added). See MPEP § 2142.

It has been shown that neither of Boozer or Tingey teach or suggest the limitation found in independent claims 1 and 18 of "creating an association class object for the REA defined association between the first object and the second object, the association class object having properties defining security between the first object and the second object." Using the same analysis, it has been shown that neither of Boozer or Tingey teach or suggest the claim limitation found in independent claim 34 of "a security model . . . configured to implement an association class object for the REA defined association between the first object and the second object in the REA model, such that properties of the association class object define security between the first object and the second object." Since the combination of Boozer and Tingey do not teach or suggest all of the claim limitations, a *prima facie* case of obviousness has not been established for any of the independent or dependent claims, and the rejection of all pending claims should be withdrawn. Additionally, the dependent claims are believed to contain additional limitations which are neither taught or suggested by either of Boozer or Tingey. Consequently, it is respectfully submitted that independent claims 1, 18 and 34 are in allowable form, along with dependent claims 3-17, 20-33, and 36-39. It is therefore respectfully requested that the rejection of all pending claims under 35 U.S.C. § 103 in section 7 of the Office Action be withdrawn.

The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

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